IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

TUESDAY, THE TWENTY NINTH DAY OF NOVEMBER
TWO THOUSAND AND FIVE

PRESENT

THE HON'BLE MR JUSTICE V.ESWARAIAH

WRIT PETITION No. 2410 of 2005

Between:

M/s. Aga Constructions, 761, Noorkhan Bazaar,

Hyderabad, Rep by its Managing Partner,
Syed Aga Hussain

..... PETITIONER

AND

Government of Andhra Pradesh,

rep by its Secretary, Irrigation Department,
Secretariat, Hyderabad and 2 others

.....RESPONDENTS

ORDER:

Seeking a direction to the respondents to release the final bill of the petitioner in respect of the works covered by L.S.Agreement Bond No.17 and 18 of 2000-01 relating to Singoor Project without effecting any recovery from the final bills of the petitioner about the seigneorage fee on gravely soils that were utilized for completing the above said works, the present writ petition is filed.

Heard the learned counsel for the petitioner and the learned Government Pleader for Irrigation.

A counter has been filed by the 3rd respondent, admitting that the award of work of construction of Deflector type parapet wall on the right flank and left flank and connection works of Singur Project by L.S.Agreement Bond No.17 and 18 of 2000-01, dated 29.9.2000 to the petitioner, stipulating that he shall complete the work within 12 months, but the petitioner has not completed the said works by 28.09.2001. It is stated that in so far as seigneorage charges are concerned, as per the agreement, at page 217, the seigneorage charges for the materials are liable to be recovered from the contractors bill at the proportionate rates for the material like sand, metal, R.R.stone, revetment stone, C.R.stone and Gravel, and the petitioner is liable to pay the revised rates as per the orders of the Government issued from time to time.

Neither the petitioner stated what is the quantity of gravel soil utilized in the said work, nor the respondents have stated about the use of gravel soil by the petitioner. But the respondents stated that they are collecting seigneorage fee on the materials mentioned in the agreement alone. Therefore, it is not known whether seigneorage fee levied on the gravel soil or not. If any seigneorage fee is levied on the materials other than mentioned in the agreement and if the seigneorage fee is not at all leviable on the mineral of the gravel soils, the question of collecting any seigneorage fee does not arise. But the said issue is not clear either in the pleadings or in the counter. Therefore, I am of the view that the said question cannot be

decided in the writ petition.

In so far as payment of final bill is concerned, it is stated that as the works were not completed by 28.09.2001, the extension of time was granted on four occasions i.e. (1) March, 2002, (2) October, 2002,
(3) March, 2003, and (4) November, 2003 respectively. It is stated that the final bill was not paid as the petitioner did not complete the work and still 15% work has to be completed as on March, 2004 i.e. by expiry date of fourth extension. Therefore, in view of the fact that there is a dispute with regard to completion of work, the petitioner is not entitled for any relief.

Accordingly, the Writ Petition is dismissed. It is needless to mention that the petitioner can approach appropriate Forum for redressal as per the terms and conditions mentioned in the agreement dated 29.09.2000. No order as to costs.

_____

V.ESWARAIAH,J

Dated: 29.11.2005

Dsr